BANGALORE ELECTRICITY SUPPLY COMPANY LIMITED

Corporate Office, K R Circle,

Bengaluru – 560 001.

(Corporate Identity Number (CIN): U04010KA2002SGC030438)

REQUEST FOR PROPOSALS

(Enquiry No. BESCOM/2025-26/SE0290)

TENDERS FOR **PROVIDING PROJECT MANAGEMENT CONSULTANCY SERVICES TO THE ENERGY DEPARTMENT, GOVERNMENT OF KARNATAKA**

Address : Office of the Chief General Manager, Ele Projects, 4th Floor, Block II
Corporate Office, KR Circle
Bengaluru- 560001

Telephone : 080-22342750, Cell :+91-9449844885

Email Id : cgmproject.bescom@gmail.com

PROJECTS

CONTENTS

SECTION	DESCRIPTION		PAGE NO.
Section I	Letter of Invitation		4
Section II	Information to Consultants (ITC)		5
	Data Sheet – Information to Consultants		12
Section III	Technical Proposal – Standard Forms		19
Section IV	Financial Proposal – Standard Forms		30
Section V	Terms of Reference		31
Section VI	Contract for Consultancy Services		35
	I	Form of Contract	37
	II	General Conditions of Contract	39
	III	Special Conditions of Contract	49
	IV	Appendices	52

PROJECTS

Tender schedule

Enquiry No: ***BESCOM/2025-26/SE0290-call2***

Name of the Work *:* ***Providing Project Management Consultancy Services to Energy Department , Gok***		
Availability of Bid documents	***:***	**16-12-2025 @ 15:00 onwards.**
Last date for seeking clarifications	***:***	**19-12-2025 @ 17:00 Hrs.**
Pre-bid Meeting	***:***	**20-12-2025 @ 11:30 Hrs** **Venue:** **office of the** **Chief General Manger(Electy),** **projects ,4th floor , B Block** **K.R. Circle, Bengaluru-01**
Last date for bid submission/ uploading tender document in the KPP Portal	***:***	**26-12-2025 @ 15:00 Hrs.**
Opening of Technical Bids	***:***	**29-12-2025 @ 15:30 Hrs.**
Opening of Financial Bids	***:***	**Will be notified to the in the KPP portal**

PROJECTS

SECTION 1. LETTER OF INVITATION

1. Bangalore Electricity Supply Company Limited (BESCOM) invites Proposals for the appointing Consulting agency to Provide Project Management Unit Services to the Energy Department, Government of Karnataka.

2. RFP documents may be downloaded from the Karnataka Public Procurement portal https://kppp.karnataka.gov.in free of cost from 16-12-2025 on wards till the last date & time or extended date & time for submission of the proposals. The consultants shall go through the RFP documents for details before submission of their proposal.

3. The consultants should deposit an Earnest Money Deposit (EMD) amount as specified in the Data Sheet through Karnataka public procurement portal (KPPP) by any modes specified in the KPP portal. The EMD shall be valid for 45 days beyond the validity of the tender.

4. Proposals must be submitted through Karnataka Public Procurement portal https://kppp.karnataka.gov.in with in the last date and time for submission of the proposal. Two electronic proposal document system procedure will be followed, where in consultants required to submit Technical and financial proposal electronically. No physical submission of the proposal shall be accepted.

5. Bid Security shall be paid only through **Karnataka Public Procurement Portal**.

6. The Consultant will be selected under Quality-and Cost-Based Selection (QCBS) and procedures described in this RFP.

7. The RFP includes the following documents:

   Section 1 - Letter of Invitation
   Section 2 - Information to Consultants
   Section 3 - Technical Proposal - Standard Forms
   Section 4 - Terms of Reference
   Section 5 - Standard Form of Contract.

8. Prospective bidders are advised to visit KPPP portal on regular basis prior to closing date of submission of tender for any corrigendum /addendum /amendment.

9. The Bid shall be deemed to have been submitted after careful study and examination of this RFP document. The consultant advised to note the Eligibility criteria and Qualification Criteria specified in the relevant clauses of RFP document to qualify for the award. The Bid should be precise, complete and in the prescribed format as per the requirement of this RFP document. Technically qualified bidders shall be intimated separately about the details of financial bid opening.

10. A pre- bid meeting will be held on date and time mentioned in the RFP document/ KPP portal at "Office of the Chief General Manager, Projects", 4th floor, Block-II, Corporate office, BESCOM, K. R Circle, Bangalore-560001, to clarify the issues if any.

Yours sincerely,

Chief General Manager (Electy)
Projects, BESCOM

PROJECTS

SECTION 2. INFORMATION TO CONSULTANTS

1. INTRODUCTION

1.1 The Client named in the "Data Sheet" intends to select a firm, in accordance with the method of selection indicated in the Data Sheet.

1.2 The consultants are invited to submit a Technical Proposal and a Financial Proposal, as specified in the Data Sheet (the Proposal) for consulting services required for the Assignment. The Proposal will be the basis for contract negotiations and ultimately for a signed contract with the selected Consultant. The eligibility criteria for the bidders are indicated in the Data Sheet.

1.3 The Assignment shall be implemented in accordance with the phasing indicated in the Data Sheet. When the Assignment includes several phases, the performance of the consultant under each phase must be to the client's satisfaction before work begins on the next phase.

1.4 The Consultants must familiarize themselves with local conditions and take them into account in preparing their Proposals. To obtain first-hand information on the Assignment and on the local conditions, consultants are encouraged to pay a visit to the Client before submitting a Proposal, and to attend a pre- bid meeting, if one is specified in the Data Sheet. Attending the pre-bid meeting is optional. The Consultant's representative should contact the officials named in the Data Sheet to arrange for their visit or to obtain additional information on the pre-bid meeting. Consultants should ensure that these officials are advised of the visit in adequate time to allow them to make appropriate arrangements.

1.5 The Client will provide the inputs specified in the Data Sheet, assist the firm in obtaining licenses and permits needed to carry out the services, and make available relevant project data and reports –Deleted

1.6 Please note that (i) the costs of preparing the proposal and of negotiating the contract, including a visit to the Client, are not reimbursable as a direct cost of the Assignment; and (ii) the Client is not bound to accept any of the Proposals submitted.

1.7 BESCOM expects consultants to provide professional, objective, and impartial advice and at all times hold the Client's interests paramount, without any consideration for future work, and strictly avoid conflicts with other assignments or their own corporate interests. Consultants shall not be hired for any assignment that would be in conflict with their prior or current obligations to other clients, or that may place them in a position of not being able to carry out the assignment in the best interest of the Client.

- Without limitation on the generality of this rule, consultants shall not be hired under the circumstances set forth below:

  (a) A firm which has been engaged by the Client to provide goods or works for a project, and any of their affiliates, shall be disqualified from providing consulting services for the same project. Conversely, firms hired to provide consulting services for the preparation or implementation of a project, and any of their affiliates, shall be disqualified from subsequently providing goods or works or services related to the initial assignment (other than a continuation of the firm's earlier consulting services) for the same project.

  (b) Consultants or any of their affiliates shall not be hired for any assignment which, by its nature, may be in conflict with another assignment of the consultants.

- As pointed out in para. 1.7.1 (a) above, consultants may be hired for downstream work, when continuity is essential, in which case this possibility shall be indicated

PROJECTS

in the Data Sheet and the factors used for the selection of the consultant should take the likelihood of continuation into account. It will be the exclusive decision of the Client whether or not to have the downstream assignment carried out, and if it is carried out, which consultant will be hired for the purpose.

1.8 It is BESCOM's policy to require that consultants observe the highest standard of ethics during the execution of such contracts. In pursuance of this policy, the GOK:

(a) defines, for the purposes of this provision, the terms set forth below as follows:

(i) "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution; and

(ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of GOK, and includes collusive practices among consultants (prior to or after submission of proposals) designed to establish prices at artificial, noncompetitive levels and to deprive GOK of the benefits of free and open competition.

(b) will reject a proposal for award if it determines that the firm recommended for award has engaged in corrupt or fraudulent activities in competing for the contract in question;

(d) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded GOK-financed contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for, or in executing, a GOK-financed contract; and

(e) will have the right to require that, GOK to inspect consultant's accounts and records relating to the performance of the contract and to have them audited by auditors appointed by GOK.

1.9 Consultants shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by BESCOM in accordance with the above sub para 1.8 (d).

1.10 Consultants shall be aware of the provisions on fraud and corruption stated in the standard contract under the clauses indicated in the Data Sheet.

2. CLARIFICATION AND AMENDMENT OF RFP DOCUMENTS

2.1 Consultants may request a clarification of any item of the RFP document up to the date and time indicated in the Data Sheet before the Proposal submission date. Any request for clarification must be sent in writing by electronic mail/KPP Portal/post to the Client's address as indicated in the Data Sheet. The Client will respond to such requests and will upload the response in the Karnataka Public Procurement Portal only (including an explanation of the query but without identifying the source of inquiry) to all invited consultants who intend to submit proposals.

2.2 At any time before the submission of Proposals, the Client may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigenda/ addenda. Such Corrigenda/ Addenda shall be uploaded only on the Karnataka Public Procurement Portal and will be binding on them. The Client may at its discretion extend the deadline for the submission of Proposals.

PROJECTS

3. PREPARATION OF PROPOSAL

Consultants are requested to submit a Proposal (para 1.2) written in the language(s) specified in the Data Sheet.

3.1 Technical Proposal

3.1.1 In preparing the Technical Proposal, consultants are expected to examine the documents comprising this RFP in detail. Material deficiencies in providing the information requested may result in rejection of a Proposal.

3.1.2 While preparing the Technical Proposal, consultants must give particular attention to the following:

(i) If a consultant considers that it does not have all the expertise for the Assignment, it may obtain a full range of expertise by associating with individual consultant(s). Consultants may associate with the other consultants invited for this Assignment only with approval of the Client as indicated in the Data Sheet.-**Deleted**

(ii) For assignments on a staff-time basis, the estimated number of key professional staff-months is given in the Data Sheet. The proposal shall, however, be based on the number of key professional staff-months estimated by the consultant.

(iii) It is desirable that the majority of the key professional staff proposed be permanent employees of the firm or have an extended and stable working relation with it.

(iv) Proposed key professional staff must at a minimum have the experience indicated in the Data Sheet.

(v) Alternative key professional staff shall not be proposed, and only one curriculum vitae (CV) may be submitted for each position.

(vi) Reports to be issued by the consultants as part of this assignment must be in the language(s) specified in the Data Sheet. It is desirable that the firm's personnel have a working knowledge of the Client's official language.

3.2 The Technical Proposal should provide the following information using the attached Standard Forms (Section 3):

(i) Technical Proposal Submission Form duly signed by the authorized representative of the Bidder (Section 3A).

(ii) A brief description of the consultant's organization and an outline of recent experience on assignments (Section 3B) of a similar nature.

(iii) Any comments or suggestions on the Terms of Reference and on the data, a list of services, and facilities to be provided by the Client (Section 3C).

(iv) A description of the methodology and work plan for performing the assignment (Section 3D).

(v) The list of the proposed staff team by specialty, the tasks that would be assigned to each staff team member (Section 3E).

PROJECTS

(vi) CVs recently signed by the proposed key professional staff and the authorized representative submitting the proposal (Section 3F). Key information should include number of years working for the firm/entity, and degree of responsibility held in various assignments during the last ten (5) years.

(vii) Estimates of the total staff effort (professional and support staff; staff time) to be provided to carry out the assignment, supported by bar chart diagrams showing the time proposed for each key professional staff team member. (Sections 3E and 3F).

(viii) A detailed description of the proposed methodology, staffing, and monitoring of training, if the Data Sheet specifies training as a major component of the assignment.

(ix) Certificate of the Financial Capacity of the Bidder (Section 3G). Copies of the related audited Annual Accounts statements such as P&L statement, Balance sheets for the respective FYs. Certificate from Statutory Auditor / Independent Auditor showing the turnover of the bidder for the last 3 Financial Years.

(x) Details of the Bidder (Section 3H)

(xi) Any additional information requested in the Data Sheet.

3.3 **The Technical Proposal shall not include any financial information**.

3.4 **Bid Security/EMD**

3.4.1 The Consultants are requested to submit EMD as indicated in the e-Procurement portal along with the Technical Bid.

3.4.2 The Consultant can pay the Earnest Money Deposit (EMD) in the Procurement portal using any of the following payment modes:

- Credit Card/Debit Card
- Net Banking
- NEFT/RTGS
- Over-the-Counter (OTC)
- IMPS

For further detail regarding mode of e-payment of EMD in KPPP platform, contact
Karnataka Public procurement cell, Government of Karnataka.
Karnataka Public Procurement portal Help Desk: Phone No:
+91-8046010000, +91-8068948777
E-mail: support@eprochelpdesk.com

3.4.3 The Bid Security is required to protect the Owner against the risk of Bidder's conduct including withdrawing the bid after acceptance for any reason whatsoever, which would warrant the Guarantee forfeiture. The Bid Security shall be made payable to the Owner without any condition whatsoever.

3.4.4 The Earnest Money Deposit (EMD)/ Bid Security as specified in the KPP Portal has to paid electronically. Authority shall not be liable to pay any interest on the Bid Security deposit so made and the same shall be interest-free. Any Bid not accompanied by the Bid Security shall be rejected by the Authority as non- responsive.

PROJECTS

3.4.5 Based on the instructions of Tender Accepting Authority (TAA) the EMD amount of the unsuccessful consultants will be refunded without interest after the award of proposal to the successful consultant.

3.4.6 The earnest money deposit of the successful Consultant will be discharged when the Consultant has furnished the required Performance Security and signed the Agreement.

3.4.7 The earnest money deposit may be forfeited under the following conditions.

- If a Bidder submits a non-responsive Bid;
- If a Bidder engages in a corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as specified in Section 4 of this RFP;
- If a Bidder withdraws its Bid during the period of Bid validity as specified in this RFP and as extended by the Bidder from time to time;
- In the case of Selected Bidder, if it fails within the specified time limit –

  (a) to sign the Concession Agreement and/or
  (b) to furnish the Performance Security within the period prescribed therefore in the Concession Agreement; or
  (c) In case the Selected Bidder, having signed the Concession Agreement, commits any breach thereof prior to furnishing the Performance Security.

Financial Proposal

3.5 In preparing the Financial Proposal, consultants are expected to take into account the requirements and conditions of the RFP documents. The Financial Proposal should follow Standard Forms (Section 4). It lists all costs associated with the Assignment, including (a) remuneration for staff , and (b) reimbursable such as subsistence (per diem, housing), transportation (national and local, for mobilization and demobilization), services and equipment (vehicles, office equipment, furniture, and supplies), office rent, insurance, printing of documents, surveys; and training, if it is a major component of the assignment. If appropriate, these costs should be broken down by activity. Price bid shall be uploaded only in the price bid section of KPP portal for the tender. **Bids if uploaded in the technical bid section will be disqualified.**

3.6 Consultant shall express the price of their services in Indian Rupees

3.7 The Consultant should quote their total price offer in KPP portal for all the services sought by the department in the Terms of Reference, including all applicable Taxes. The breakup of cost for all items of the RFP shall be provided to the client in the event of the order.

4. SUBMISSION, RECEIPT, AND OPENING OF PROPOSALS

4.1 The Technical Proposal and Financial Proposal; see para 1.2, shall be uploaded to the Karnataka Public Procurement Portal. The documents and details mentioned in Clause 3 above shall be submitted online on the website. Details and process of online submission of the tender and relevant documents are given on the website mentioned above.

4.2 Interested bidders shall login to https://kppp.karnataka.gov.in and follow the procedures and guidelines given there or call the e-proc help desk to get them registered in the portal. Upon registration, the bidders can login and participate in the tender.

4.3 Downloading of tender documents, submission of proposal all will be through the Karnataka Public Procurement Portal. Consultants must get themselves registered,

PROJECTS

acquainted and trained on the procedure of participating in tendering through the Karnataka Public Procurement Portal.

4.4 An authorized representative of the Consultant shall digitally sign the Proposal in e-procurement. The representative's authorization is confirmed by a written power of attorney accompanying the Proposal.

4.5 The Consultant shall submit the bids separately i.e., Technical and Financial electronically online in the Karnataka Public Procurement Portal.

4.6 Consultant has all the time to modify and correct or upload any relevant document in the portal before submission on the Karnataka Public Procurement Portal.

4.7 The last date and time including hours, minutes and seconds for submission will be mentioned in the portal, the bid will disappear automatically immediately after the time of submission is elapsed.

4.8 After the deadline for submission of proposals, the Technical Proposal shall be opened by the evaluation committee and evaluation will be done in accordance with the procedures specified in this RFP. The bidders who are technically qualified will be intimated through email or via the Karnataka Public Procurement Portal and the Financial Proposal of qualified bidders will be opened in presence of the bidders who choose to attend.

4.9 Proposals must be received by the Client online not later than the time specified in the proposal data sheet. The electronic system would not allow any late submission of proposals after due date and time as per server time.

5. PROPOSAL EVALUATION

A. GENERAL

5.1 From the time the proposals are opened to the time the contract is awarded, if any consultant wishes to contact the Client on any matter related to its proposal, it should do so in writing at the address or email indicated in the Data Sheet. Any effort by the firm to influence the Client in the Client's proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the consultant's proposal.

5.2 Evaluators of Technical Proposals shall have no access to the Financial Proposals until the technical evaluation, including its approval by competent authority is obtained

B. Evaluation of Technical Proposals

5.3 The evaluation committee appointed by the Client as a whole, and each of its members individually, evaluates the proposals on the basis of their responsiveness to the Terms of Reference, applying the evaluation criteria specified in the Data Sheet. Each responsive proposal will be given a technical score (S_t). A proposal shall be rejected at this stage if it does not respond to important aspects of the Terms of Reference or if it fails to achieve the minimum technical score indicated in the Data Sheet.

C. Public Opening and Evaluation of Financial Proposals; Ranking

5.4 After the evaluation of quality is completed, the Client shall notify those consultants whose proposals did not meet the minimum qualifying mark or were considered non-responsive to the RFP and Terms of Reference, indicating that their Financial Proposals will be returned unopened after completing the selection process. The Client shall simultaneously notify the consultants that have secured the minimum qualifying mark, indicating the date and time set for opening the Financial Proposals. The opening date shall not be

PROJECTS

sooner than one week after the notification date. The notification may be sent by electronic mail.

5.5 The lowest Financial Proposal (F_m) will be given a financial score (S_f) of 100 points. The financial scores (S_f) of the other Financial Proposals will be computed as indicated in the Data Sheet. Proposals will be ranked according to their combined technical (S_t) and financial (S_f) scores using the weights (T = the weight given to the Technical Proposal; P = the weight given to the Financial Proposal; $T + P = 1$) indicated in the Data Sheet: $S = S_t * T\% + S_f * P\%$. The Consultant achieving the highest combined technical/ financial score will be invited for negotiations.

6. AWARD OF CONTRACT

6.1 The contract will be awarded following negotiations. After negotiations are completed, the Client will promptly notify other consultants on the shortlist that they were unsuccessful and return the Financial Proposals of those consultants who did not pass the technical evaluation (para 5.3)

6.2 The Consultant is expected to commence the Assignment on the date and at the location specified in the Data Sheet.

7. CONFIDENTIALITY

7.1 Information relating to evaluation of proposals and recommendations concerning awards shall not be disclosed to the consultants who submitted the proposals or to other persons not officially concerned with the process, until the winning Consultant has been notified that it has been awarded the contract.

8. PERFORMANCE SECURITY

8.1 Within 20 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client a Security deposit in the format of a bank guarantee as per the form given in Appendix F of the Draft Contract, for an amount 5% (Five percent) of the contract value.

8.2 Performance Security shall be provided to the Client not later than the date specified in the Letter of Acceptance and shall be issued in an amount and form and type of instrument acceptable to the Client. The performance security shall be valid until a date 90 days from the date of expiry of the Contract.

8.3 The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

8.4 The Performance Bank Guarantee shall be valid until the Consultant has executed and completed the works in accordance with the Contract at least for a period of one year from the date of project completion.- ***Deleted***

8.5 Failure of the Selected Consultant to furnish the Performance Security as provided in Clause 8.1 or enter into Contract with the Authority as provided in Clause 7.1 would constitute sufficient grounds for the annulment of Letter of Acceptance. In such event, the Authority reserves the right to –

- forfeit the Earnest Money Deposit amount of the Selected Consultant, and
- take any such measure as may be deemed fit in the sole discretion of the Authority, including annulment of the Selection Process.

PROJECTS

9. DATA SHEET- INFORMATION TO THE CONSULTANTS

Clause Reference	Title	Details
1.1	Name of the Client	BESCOM or its authorized representative
	The method of selection	Quality-and Cost-Based Selection (QCBS) The weights given to the technical and Financial Proposals are: T= 0.80, and P= 0.20
1.2	Technical and a Financial Proposals are requested:	Yes
	Name of the Assignment	Appointment of Consulting Agency for Providing Project Management Services to the Energy Department, GoK
	Description of Assignment	As per Terms of Reference.
1.3	The Assignment is phased?	No
	Duration of the contract	The duration of the contract is for 1 year.
1.4	Pre-bid Meeting	20-12-2025 at 11:30 AM **Venue:** Office of the Chief General Manager(Electy), projects , 4th floor , B Block K.R. Circle, Bengaluru-01
2.1	Clarifications of any item of the RFP	Clarifications may be sought from Office of the Chief General Manager, Projects, corporate Office, BESCOM, KR Circle, Bengaluru on or before the dead line set for seeking clarifications.
	The address for requesting clarifications is:	Email: cgmproject.bescom@gmail.com cgmprojects@bescom.co.in Also, Tenderer can submit on line clarification through KPP portal through query option on or before the deadline notified in KPP Portal
3.1	Language of the proposal	English
3.3	(a) Shortlisted Consultant may associate with other shortlisted Consultant	No, Consultant participating in RFP should not associate with other participating consultant
3.4.7	Validity of Proposals	180 days after the bid due date
3.6.4	Bid Security (Earnest Money Deposit (EMD))	Bid Security (EMD) of Rs. 77,452/-is to be paid mandatorily (electronically) through the KPP Portal. The Bid shall be summarily rejected if it is not accompanied by the Bid Security.
4.3	Mode of submission	Online in KPPP portal (https://kppp.karnataka.gov.in)
4.3	Address for submission of proposal	Chief General Manager(Electy), projects ,4th floor , B Block K.R. Circle, Bengaluru-01
4.5	Last Date and time for submission of proposal	As notified in the Karnataka Public Procurement Portal
8	Performance Security	Successful bidder needs to furnish performance Security, which would be 5% of the Annual Project Fee. Performance security should remain valid for a period of 90 days beyond the date of completion of all contractual obligations. It should be in the form of Bank Guarantee from a Commercial bank as per the format attached in the Appendix F.

9.Pre-Qualification Criteria

The Technical bids of only the Consultants satisfying the following pre-qualification criteria will be evaluated

Sl. No	Proposed Qualifying Requirements	Documents to be uploaded
A	**TECHNICAL :**	
1	The Bidder should be in existence as any of the following: a) **Company incorporated in India under the Companies Act, 1956/2013** including any amendment thereto;	1. Certificate of Incorporation issued by Registrar of Companies as per Companies Act 1956/2013 along with Memorandum of Association and Articles of Association of the Company. 2. Declaration from Directors of the Company in MBP-1 Form, stating that they are not disqualified to be a Director of the Company along with the list of Companies in which they are Directors as on the date of inviting tender (s).
	b) **LLP incorporated in India under the Limited Liability Partnership (LLP) Act, 2008** including any amendment thereto;	1. Certification of Incorporation issued by Registrar of Companies as per LLP Act 2008. 2. Limited Liability Partnership Agreement of LLP.
	c) **Partnership Firm** under Partnership Act, 1932 in India;	1. Partnership Deed, GST Registration Certificate. 2. Shops & Establishment Registration Certificate, as applicable.
	d) **Sole Proprietorship Concern**	1. PAN/GST Registration Certificate.
2	a) The Bidder must have successfully completed the consultancy services of at least **Two Assignments** of providing **Project Management support** in last 5 years (i.e., FY 2020-21 to FY 2024-25) to any State/Central Government and their undertakings departments/ Electrical Distribution Utility in India.	Certificates from the officer not below the rank of Executive Engineer or Equivalent of concerned State/ Central Government and their undertakings departments/ Electrical Distribution Utility along with the Contract order copies. Bidder's References in the format at **Section 3B**

	b) The Bidder should offer and make available all the key professional staff (the "Key Personnel") having the requisite qualification & experience as detailed under and shall be full time employees/ professionals in business unit on the payroll. **Team Leader** -01 No **Sr. Consultant** -01 No **Jr. Consultant** - 01 No	Details shall be provided as per Data sheet of the bid document along with the payroll. Team composition and task assignments in the format at **Section 3E** CVs of the Key Personnel (Suggested format available at **Section 3F**)

Sl no	**Key Professionals**	**Qualification**	**Working Experience of consulting Services**
1	Team Leader	B.E/B.Tech /MBA / PGDM /M.Plan /M.Tech	Minimum 7 Years
2	Sr. Consultant	B.E/B.Tech/MBA/PGDM/M.Plan / M.Arch / M.Tech	Minimum 5 Years
3	Jr. Consultant	B.E/B.Tech /MBA/ PGDM/ M.Plan/ M.Arch/ M.Tech	Minimum 1 Year

B	**FINANCIAL**	
3	The Bidder should have achieved minimum annual turnover of **Rs 1.55 crs** in **each of the last 3 (three) financial years (i.e., FY 2021-22 to FY 2023-24)**	Copies of the related audited Annual Accounts statements such as P&L statement, Balance sheets for the respective FYs.
4	The Bidder should have the **Liquid assets as on 30-11-2025 or later date before submission of bid** consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized /scheduled Commercial Bank shall not be less than **Rs.20 Lakhs.**	The cash at bank, Term Deposits and the availability of fund based credit facility shall be supported by a certificate issued by any Nationalized/Scheduled Bank with whom the Bidder has banking facilities. In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on **30-11-2025** or later, before submission of the bid. The balance available as on **30-11-2025** or later, before submission of the bid shall be considered as availability of fund based credit facility. If the bidder has banking with more than one Bank, then the available liquid assets as mentioned above on a particular date i.e., as on **30-11-2025** or any date before submission of bids shall be the same date for all the banks. format available at **Section 3I**

C	GENERAL	
5	Even though the Bidders meet the above criteria, they are subject to be disqualified if they have: i) made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or ii) record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.; and/or iii) Participated in the previous Tender for the same work and had quoted unreasonably high tender prices and could not furnish rational justification. and/or iv) Blacklisted due to non-performance in execution of works by any Central /State Govt. undertaking Electrical utilities/ Government Dept. / Public Sector Undertakings (PSU's) as on date of bid submission. and/or v) Defaulted/short closed due to non-performance in execution of works against the order placed by any Central /State Govt. undertaking Electrical utilities/ Government Dept. / Public Sector Undertakings (PSU's) as on date of bid submission.	**Copy the self-declaration on notarized stamp paper of Rs. 500/-** as per the format in the bid document. **The self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**
6	Any Bidder from a country which shares a land with India will be eligible to bid in this tender only if the Bidder is registered with the Competent Authority. (As per Government Order No. FD 455 Exp-12/2020 dated 25.08.2020) A certificate for having read the clauses is required to be submitted/uploaded by the Bidder separately in the following format.	**Copy of the self-declaration on notarized stamp paper of Rs. 500/-** as per the format in the bid document. If the Bidder from a country which shares a land with India, Registration certificate issued by the competent authority shall be uploaded. **self-declaration shall clearly indicate the tender enquiry number and date on which declaration is done.**

	"I have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India. I certify that this Bidder is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that this Bidder fulfils all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)"	

Technical Evaluation Criteria under Quality and Cost Based Selection (QCBS)

Sl No	Criteria	Marks
1	**Experience of the Bidder**	**30**
2	**Qualification and Experience of Key Professional Staff**	**40**
3	**Financial Capabilities**	**20**
4	**Presentation**	**10**
TOTAL		**100**

1. Experience of the Bidder			
Sl. No	**Technical Criteria**	**Minimum Marks**	**Maximum Marks**
A	The Consultant must have successfully completed the consultancy services of at least **Two Assignments** of providing **Project Management support** in last 5 years (i.e., FY 2020-21 to FY 2024-25) to any State/Central Government and their undertakings departments/Electrical Distribution Utility in India. **Scoring Criteria:** a. Two Assignments : **25 Marks** b. Above Two Assignments :**30 Marks**	**25**	**30**
Sub-Total			***30 marks***
Note for Evaluation of Experience of the Bidder: For Projects where the Bidder has worked as a consortium member, it will be considered only if the bidder is the Lead Member of that consortium.			

2. Qualification and Experience of Key Professional Staff		
Key Professionals	**Minimum Marks**	**Maximum Marks**
Team Leader (1 No.)- Minimum of 7 years of consulting experience in the Energy/Infrastructure sector. Minimum Education Qualification – B.E/B.Tech/ MBA /PGDM/M. Plan/ M. Tech. **Scoring Criteria:** a. Minimum 7 years -**10 Marks** b. Above 7 years - **15 Marks**	10	15
Sr. Consultant (1 No.)– Minimum of 5 years of consulting experience in the Energy/Infrastructure sector. Minimum Education Qualification – B.E/B.Tech/ MBA/ PGDM/M. Plan/M. Arch/M.Tech **Scoring Criteria:** a. Minimum 5 years - **10 Marks** b. Above 5 years - **15 Marks**	10	15
Jr. Consultant (1 No.)– Minimum 1 year of Consulting Experience. Minimum Education Qualification – B.E/B.Tech/ MBA/ PGDM/ M.Plan/ M.Arch/ M.Tech **Scoring Criteria:** a. Minimum 1 year - **5 Marks.** b. Above 1 year - **10 Marks**	5	10
Sub-Total	***40 marks***	
Note for Evaluation of Qualification and Experience of Key Professional Staff*:* One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.		
3. Financial Capabilities		
The Bidder should have achieved minimum annual turnover of Rs 1.55 crs in each of the last 3 (three) financial years (i.e., FY 2021-22 to FY 2023-24) **Scoring Criteria:** a. Rs.1.55 crore to Rs. 2 Crores - **5 Marks** b. Above 2 Crores - **10 Marks**	**5**	**10**
The Bidder should have the **Liquid assets as on 30-11-2025 or later date before submission of bid** consisting of Cash at Bank + Term Deposits + availability of fund based credit facility in any Nationalized/scheduled Commercial Bank shall not be less than **Rs.20 Lakhs.** **Scoring Criteria:** a. Rs.20 Lakhs to 40 Lakhs – **5 Marks.** b. Above 40 Lakhs - **10 Marks.**	**5**	**10**

Sub-Total	***20 marks***	
4. Approach & Methodology		
Presentation on Experience of the Firm, Approach & Methodology to be adopted, and the Team Composition	**10**	The approach and methodology are to be submitted with the Technical Proposal on the Karnataka Public Procurement Portal. A detailed presentation shall be given to the Technical Scrutiny Committee (TSC) as and when intimated by the TSC.
Sub-Total	***10 marks***	

Financial Evaluation

Clause Reference	Title	Details
5.4	Minimum technical score	The Bidder must achieve a minimum of **70 marks overall** to be eligible for opening of the Financial Proposal.
5.7	Ranking of the Bidders	The formula for determining the financial scores is the following: *Sf = 100 x Fm/F,* *in which **Sf** is the financial score,* ***Fm** is the lowest price, and **F** is the price of the proposal under consideration* The weights given to the Technical and Financial Proposal are: *T = 0.80, and* *P = 0.20* *Where T=Weightage for Technical Score* *P= Weightage for Financial Score* **Final Score, S= St x T% + Sf x P%.** *Where St= Technical Score* The Consultant achieving the highest combined technical and financial score will be considered as successful bidder.

SECTION 3. TECHNICAL PROPOSAL - STANDARD FORMS

3A. Technical Proposal submission form.

3B. Bidder's Reference

3C. Comments and Suggestions on TOR

3D. Description of Methodology and Work Plan

3E Team Composition and Task Assignments

3F. Format of Curriculum Vitae of proposed Key Personnel.

3G. Financial Capacity of the Bidder

3H. Details of the Bidder

3I. Banker's Certificate

3A. TECHNICAL PROPOSAL SUBMISSION FORM
(On the letter Head of the Consultant)

FROM: (Name of Consultant)

To,

The Chief General Manager (Ele),
Projects, Corporate office,
BESCOM, Bangalore.

Sir,

Subject: Providing Project Management consultancy Services to Energy Department, Gok

I/We, the under signed, offer to provide the consulting services for the above in accordance with your Request for Proposal notified in the Karnataka Public Procurement portal as Enquiry No:----------. We are hereby submitting our Proposal which includes this Technical Proposal, and a Financial Proposal encrypted in Government of Karnataka Public Procurement portal.

I/We hereby declare that all the information and statements made in this Proposal are true and accept that any misinterpretation contained in it may lead to our disqualification.

If negotiations are held by the CLIENT, we undertake to attend negotiations. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

I/We understand you are not bound to accept any Proposal you receive.

I/We remain,

Yours sincerely,

Authorized Signature [In full and initials]: _____
Name and Title of Signatory: _____
Name of Consultancy: _____
Address: _____

3B. BIDDER'S REFERENCES

Relevant Services carried out in the last 5 (five) years that best illustrate Qualifications.

A. Summary of Experience

The Bidder shall provide a summary of their work experience in the following format –

Note: Bidders should use one row for each assignment submitted for assessment.

A.1 Experience in providing Project management support to State/Central Government and their undertaking departments/Electrical Distribution Utility in India within the last 5 years

Sl. No.	Name of Assignment	Name of Client	Location	Contract Price *(In INR Lakhs)*	Start Date *(Month, Year)*	End Date *(Month, Year)*	Duration of Assignment
1.							
2.							
3.							

B. Details of Experience

Using the format below, provide information on each reference assignment for which your organisation, either as an individual corporate entity or as one of the major companies within an association, was legally contracted. Attach relevant work order / contract / agreement for each reference assignment.

Sl. No.	Particulars	Details
1.	**Name of Assignment**	
2.	**Name of Client**	
3.	**Location of Client**	
4.	**Client's Sector**	
5.	**Start Date of Assignment**	
6.	**End Date of Assignment**	
7.	**Duration of Assignment**	
8.	**Value of Assignment** *(Contract Value, Professional Fees, or Payments Received)*	
9.	**Objectives of the Assignment**	
10.	**Description of actual services provided for Assignment**	
11.	**Name and Role of Associated Consultants if any**	
12.	**Brief Description of Results Achieved during Assignment**	

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultancy: _____

3C. COMMENTS AND SUGGESTIONS ON THE TERMS OF REFERENCE AND ON DATA SERVICES, AND FACILITIES TO BE PROVIDED BY THE CLIENT.

On the Terms of Reference:

1.

2.

3.

4.

5.

On the Data, Services, and Facilities to be provided by the Client

1.

2.

3.

4.

5.

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultancy: _____

3D. DESCRIPTION OF THE METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

BIDDER'S NAME: _____

The approach and methodology are to be submitted with the Technical Proposal on the Karnataka Public Procurement Portal.

A detailed presentation shall be given to the Technical Scrutiny Committee (TSC) as and when intimated by the TSC.

Technical approach, methodology and work plan are key components of the Technical Proposal. You are suggested to present your Technical Proposal divided into the following three chapters:

a) Technical Approach and Methodology,
b) Work Plan, and
c) Organization and Staffing

a. *Technical Approach and Methodology: In this chapter the agency should explain their understanding of the objectives of the Assignment/job, approach to the Assignment/job, methodology for carrying out the activities and obtaining the expected output, and the degree of detail of such output. Agency should highlight the problems being addressed and their importance, and explain the technical approach the agency would adopt to address them. Agency should also explain the methodologies they propose to adopt and highlight the compatibility of those methodologies with the proposed approach.*

b. *Work Plan: The consultant should propose and justify the main activities of the Assignment/job, their content and duration, phasing and interrelations, milestones (including interim approvals by the CLIENT), and delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing understanding of the Terms Of Reference(TOR) and ability to translate them into a feasible working plan. A list of the final documents, including reports, drawings, and tables to be delivered as final output, should be included here. The work plan should be consistent with the Work Schedule.*

c. *Organization and staffing .In this chapter you should propose the structure and composition of your team. You should list the main disciplines of the assignment, the key expert responsible, and proposed technical and support staff.]*

3E. TEAM COMPOSITION AND TASK ASSIGNMENTS

Note: One resource shall be proposed for only one position, i.e., the same resource cannot be proposed for more than one position.

1.Key Personnel

Sl. No.	Name	Position	Educational Qualification	Years of Work Experience	Tasks
1.					
2.					
3.					

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultancy: _____

3F. FORMAT OF CURRICULUM VITAE OF PROPOSED KEY PROFESSIONAL STAFF

Proposed Position: _____

Name of Consultant: _____

Name of Staff: _____

Profession: _____

Date of Birth: _____

Years with Firm/Entity: _____ Nationality: _____

Membership in Professional Societies: _____

Detailed Tasks Assigned:
[List all tasks to be performed under this assignment]

Key Qualifications:
[*Give an outline of staff member's experience and training most pertinent to tasks on assignment. Describe degree of responsibility held by staff member on relevant previous assignments and give dates and locations.*]

Education:
[*Summarize college/university and other specialization of staff member, giving names of schools, dates attended, and degrees obtained.*](Copy of the Mark sheet shall be attached)

Employment Record:
[*Starting with present position, list in reverse order every employment held. List all positions held by staff member since graduation, giving dates, names of employing organizations, titles of positions held, and locations of assignments. For experience in the years mentioned in RFP, also give types of activities performed and Client references, where appropriate.*] (copy of Experience certificate shall be attached)

Languages:
[*For each language indicate proficiency: excellent, good, fair, or poor; in speaking, reading, and writing]*

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, these data correctly describe me, my qualifications, and my experience.

I, the undersigned further certify that I am willing to carry out this assignment and I confirm my availability to this assignment, if assignment is awarded to our firm.

I understand that any willful misstatement described herein may lead to my disqualification or dismissal, if engaged.

Full name of staff member & Signature:

Date:
Place:

Full name of the Consultant and Signature of Authorized Signatory

Date:
Place:

3G. FINANCIAL CAPACITY OF THE BIDDER

(To be submitted on the letter head of Chartered Accountant / Statutory Auditor)

Sl. No.	Financial Years	Annual Average Turnover in INR (lakhs)
1.	2021-22	
2.	2022-23	
3.	2023-24	

Certificate from the Statutory Auditor

This is to certify that **(Firm Name) (Address)** has received the payments shown above against the respective years.

Name of Authorized Signatory
Designation:

Name of Firm: .....
UDIN NO

(Signature of the Statutory Auditor Seal of the Firm)

3H. DETAILS OF THE BIDDER

(On the Letterhead of the Bidder)

Sl. No.	Criteria	Details
1.	**Bidder Details**	
a.	Name of Company/LLP / Firm	
b.	Type of Entity	(Such as Company / LLP / Partnership etc.)
c.	Country of Instate	
d.	Date of Incorporation and/or Commencement of Business	
e.	Brief description of Company/Firm including details of its main lines of business and proposed roles and responsibilities in this Project	
f.	Registered Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
g.	Branch/Regional Office Details	Address: Contact Person: Mobile: Phone: Email: Fax:
h.	Details of the Authorized Signatory for the Tender	Name: Designation: Address: Phone: Email:
2.	Years of experience in providing consultancy services to Central Government / State Government / Public Sector Undertaking clients	___ years of experience
3.	Enclosed Form 3A	Form Enclosed: [] Yes [] No
4.	Enclosed Form 3B	Form Enclosed: [] Yes [] No Supporting Documents Enclosed: [] Yes [] No
5.	Enclosed Form 3C	Form Enclosed: [] Yes [] No
6.	Enclosed Form 3E	Form Enclosed: [] Yes [] No
7.	Enclosed Form 3F	Form Enclosed: [] Yes [] No
8.	Enclosed Form 3G	Form Enclosed: [] Yes [] No
9.	Enclosed Form 3I	Form Enclosed: [] Yes [] No

Authorized Signature [In full and initials]: _____

Name and Title of Signatory: _____

Name of Consultancy: _____

3I. BANKER'S CERTIFICATE

ON BANKS LETTER HEAD

Format of BANKER'S CERTIFICAT

(To be issued in letterhead of Bank Branch)

Reference Number (Sl. No.) Date:

To
[Name and Address of the beneficiary]

This is to certify that Mr./Ms. ..... [name of the customer] having his/ their registered/ administrative office at ..... is a customer of our Bank and is/ are engaged in .....[nature of activity]. Their Financial transaction with our Bank has been satisfactory. Therefore, we have extended credit facilities as mentioned below to meet their financial requirements towards execution of the ..... (Brief details of works) as per the Loan policy of the Bank.

<table>
<tr><th>SL No</th><th>Type of facility</th><th colspan="3">Amount in Rs (as on date of issue Certificate)</th></tr>
<tr><td>1</td><td>Cash at Bank</td><td colspan="3">Rs.....</td></tr>
<tr><td>2</td><td>Term Deposits</td><td colspan="3">Rs.....</td></tr>
<tr><td rowspan="2">3</td><td rowspan="2">Fund Based Credit facility (includes Overdraft)</td><td>Sanctioned Limit</td><td>Utilized amount</td><td>Available Balance amount</td></tr>
<tr><td>Rs.....</td><td>Rs.....</td><td>Rs.....</td></tr>
</table>

Yours faithfully

Branch Manager
Bank Address .....

****Note:** In case of Fund based credit facility, the certificate issued by the Nationalized/ Scheduled Bank duly mentioning sanctioned limits, funds utilized so far and balance available as on 30-11-2025 or later, before submission of the bid. The balance available as on 30-11-2025 or later, before submission of the bid shall be considered as availability of fund based credit facility.

1. If the bidder has banking with more than one Bank, then the available liquid assets as mentioned above on a particular date i.e., as on 30-11-2025 or any date before submission of bids shall be the same date for all the banks.

**** The note need to deleted while taking the certificate from banker.

SECTION 4. FINANCIAL PROPOSAL - STANDARD FORMS

4A. Financial Proposal Submission form.

Note: ***Bidder should quote their Consultancy Fee as a lump sum fee for the tender inclusive of all taxes, duties and cess directly on the Karnataka Public Procurement Portal.***

[*Location, Date*]

FROM: (Name of Consultant)

_____

_____

TO: (Name and Address of Client)

_____

_____

Dear Sir/Gentlemen:

Subject: Providing Project Management Consultancy service to Energy Department, GoK

---------- Financial Proposal.

We, the undersigned offer to provide the consulting services for the above in accordance with your Request for Proposal. Our Financial proposal is submitted on Karnataka Public procurement portal in the financial bid.

Our financial proposal shall be binding upon us subject to the modifications resulting from contract negotiations, up to expiry of the validity period of the proposal.

We undertake that, in competing for (and, if the award is made to us, in executing the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1988".

Yours sincerely,

Authorized Signature:

Name and Title of Signatory:

Name of the Consultant:

Address:

Note: the financial proposal should not be disclosed, if so, the tender will be treated as technically non responsive.

SECTION 5. TERMS OF REFERENCE

1. BACKGROUND

1.1. BESCOM, an enterprise under the Government of Karnataka's Energy Department, is the tendering authority for this project. The Energy Department acts as the state's leading body, setting policy, planning, and overseeing Karnataka's power sector. It manages the entire electricity process—from generation (both traditional and renewable) and transmission to distribution and energy efficiency programs—through various entities like KPCL, KPTCL, and the five regional ESCOMs, including BESCOM.

2. OBJECTIVES

2.1. The selected Bidder shall be responsible for providing Strategic Project Management consultancy services to the Energy Department, GoK for a period of One Year from the date of issue of Award.

3. SCOPE OF SERVICES

3.1. The consultants are expected to provide strategic project management support to the Authority across various energy projects and initiatives. The selected applicant shall provide three dedicated personnel to be placed in Energy Department, GoK. These personnel will work directly under the Additional Chief Secretary to the Government, Energy Department. The indicative tasks include, but are not limited to:

i. **Inter-Departmental and Committee Support**

a. Facilitate coordination between BESCOM and vaious energy-related organizations, including Karnataka Power Transmission Corporation Ltd (KPTCL), Karnataka Power Corporation Limited (KPCL), ESCOMs, Karnataka Renewable Energy Development Limited (KREDL), and the Department of Electrical Inspectorate.

b. Assist the Energy Department in stakeholder consultations and interactions with state departments, central ministries (e.g., Ministry of Power), and other agencies like NITI Aayog.

c. Monitor the progress of key projects and initiatives, preparing status reports and coordinating with the Ministry of Power (MoP) and the Ministry of New and Renewable Energy (MNRE) as needed.

d. Facilitating meetings, including preparation of agenda, talking points, proceedings, action items and subsequent follow-ups.

e. Ensure all committee decisions and project activities comply with relevant regulatory and statutory requirements.

ii. **Strategic Operations Support and Organization Structuring**

a. Help the Energy Department regularly review and update strategic priorities to align with evolving needs. This includes organizing and facilitating periodic meetings with key officials and stakeholders.

b. Assist in streamlining administrative processes to enhance operational efficiency of the Department- Conduct assessments of the current organizational structure and rules of business to recommend and implement change management strategies that support new initiatives and organizational needs.

c. The consultants would be required to undertake site visits upon directions from the Department or as necessary on a case-to-case basis. For the same, travel and accommodation arrangements would be made by the Department.

d. Preparing tour plan, co-ordinating site visits for officials and stakeholders, and providing knowledge support for the same.

iii. **Investment Promotion and Business Development**

a. Assist in identifying and developing energy projects that can attract private sector investments. Help create a "shelf" of investable projects for submission under various Government of India schemes.

b. Provide assistance in Plan and execute investor outreach — roadshows, one-to-one meets, to attract Energy sector investments.

c. Provide advisory and handholding support for formulating energy sector proposals, appraising their viability, and institutionalizing a project facilitation framework up to the implementation stage, including Public-Private Partnership (PPP) models.

d. Establish and maintain relationships with key stakeholders, including industry partners and potential investors, to foster strategic collaborations and partnerships.

iv. **Event Co-ordination, Representation Support**

a. Coordinate with various stakeholders—including government authorities, other consultants, investors, and agencies—during events such as roadshows, summits, and conclaves.

b. Draft letters, memos, speeches, and other communications for the Energy Department. Assist in identifying key discussion topics for summits and other high-level meetings.

c. Represent the client in key meetings with various stakeholders, both on-site and in-situ, as directed.

d. Handle pre- and post-event follow-ups, track action items, and disseminate outcomes to all relevant parties.

v. **Other Strategic Support:**

a. Provide any other strategic project management support as may be required by the Department from time to time.

4. SCHEDULE FOR COMPLETION OF TASKS

4.1. The contract period for providing Strategic Project Management Support is for **One Year** from the date of issue of award.

4.2. Timeline for specific tasks within this period to be determined and agreed upon.

5. DATA, SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

5.1. For site visits, travel and accommodation arrangements would be made by the Authority or reimbursed by the client on an actual basis.

5.2. Other data, services and facilities to be provided by the Client as may be necessary for the execution of the services will be discussed and agreed upon during contract negotiations.

6. FINAL DELIVERABLES THAT WILL BE REQUIRED OF THE CONSULTANT

a) Monthly Progress Reports (MPRs), which shall include:
- Project Progress Dashboard for all key projects under the PMU's purview.
- A list of critical milestones completed during the reporting period, including the date of completion.
- Number of meetings facilitated, along with a summary of key decisions and the status of action items
- A log of interactions with central and state government bodies, with a summary of the outcome of each engagement.
- An updated log of identified risks and issues, including their current status, impact assessment, and the recommended mitigation measures.

b) Strategic and Advisory Outputs
- Project Pipeline Development- Creation and maintenance of a detailed shelf of investable projects
- Process and Structural Improvement
- Knowledge and Communication

c) Specific Deliverables Based on Mandate Activities
- Meeting Documentation
- Drafting and Correspondence
- Event Coordination
- Ad-hoc reports or research papers on specific topics requested by the Authority

7. LIST OF KEY PROFESSIONAL POSITIONS WHOSE CV AND EXPERIENCE WOULD BE EVALUATED

The Consultant shall field a Team of highly experienced and skilled professionals, who can handle the tasks in the most professional manner. The qualification and experience of the key personnel will determine technical qualification in the QCBS method. The proposed key technical personnel for the package and details are as under:

Team Leader	- One No's.
Sr. Consultant	- One No's.
Jr. Consultant	- One No's.

8. PAYMENT SCHEDULE:

8.1. Payment will be processed on monthly basis throughout the contract duration against submission of duly signed monthly invoices in triplicate and timesheet of individual consultant to the office of the Chief General Manager, Electy, projects, Corporate office, BESCOM.

8.2. The consultant should submit the comprehensive Monthly Progress Report (MPR) and is contingent upon the report detailing all activities, milestones, and outputs delivered during the preceding month to designated authority of the Energy Department by the 5th working day of the following month.

8.3. Payment shall be made by the Assistant General Manager (ES&S), BESOM, Corporate office, upon the submission of the invoices duly reviewed certified by the officer's equivalent cadre of Superintending Engineer or Executive Engineer of Energy Department.

8.4. Services provided, and/or expenses incurred that exceed the maximum contract sum without BESCOM's written consent will be at Contractor's financial risk and BESCOM shall not be obligated to pay for any such services or expenses.

8.5. No partial payment by BESCOM shall constitute or be construed as final acceptance or approval of any services or as a release of any of Contractor's obligations or liabilities with respect to such services.

9. Exceptions to Payment:

Regardless of any other provision of this contract, BESCOM shall not be obligated to make any payment requested by Consultant under this contract if any of the following conditions precedent exists:

a. Consultant is in breach or default under this Contract;
b. The requested payment includes services not performed in accordance with this Contract; provided, however, payment shall be made for the balance of the services that are performed in accordance with this Contract;
c. The Total of Consultant's invoices exceed the maximum contract sum.

SECTION 6: CONTRACT FOR CONSULTANCY SERVICES

Contract for Consultancy Services

Between

Bangalore Electricity Supply Company Limited (BESCOM),
Government of Karnataka

And

_____

[Name of Consultants]

Dated:

CONTENTS

Section	Title	Page No.
I	**FORM OF CONTRACT**	**37**
II	**GENERAL CONDITIONS OF CONTRACT**	**39**
	1. General Provisions	39
	2. Commencement, Completion, Modification, and Termination of Contract	40
	3. Obligations of the Consultants	43
	4. Consultants' Personnel and Sub-Consultants	45
	5. Obligations of the Client	46
	6. Payments to the Consultants	47
	7. Settlement of Disputes	48
III	**SPECIAL CONDITIONS OF CONTRACT**	**49**
IV	**APPENDICES**	**52**
	Appendix A - Description of the Services	
	Appendix B - Reporting Requirements	
	Appendix C - Key Personnel and Sub-consultants	
	Appendix D - Services and Facilities to be provided by the Client	
	Appendix E - Breakdown of Contract price in Indian Rupees	
	Appendix F - Form of Bank Guarantee for Performance Security	

FORM OF CONTRACT

This CONTRACT (hereinafter called the "Contract") is made the _____ day of the month of _____, 2025, between, on the one hand, **Bangalore Electricity Supply Company Limited (BESCOM), Government of Karnataka** (hereinafter called the "Client") and, on the other hand, _____(hereinafter called the "Consultants").

WHEREAS

(a) the Client has requested the Consultants to provide certain consulting services as defined in the General Conditions of Contract attached to this Contract (hereinafter called the "Services");

(b) the Consultants, having represented to the Client that they have the required professional skills, and personnel and technical resources, have agreed to provide the Services on the terms and conditions set forth in this Contract;

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:

   (a) The General Conditions of Contract (hereinafter called "GC");

   (b) The Special Conditions of contract (hereinafter called "SC");

   (c) The following Appendices:

   Appendix A: Description of the Services _____

   Appendix B: Reporting Requirements _____

   Appendix C: Key Personnel and Sub-consultants _____

   Appendix D: Services and Facilities to be provided by the Client _____

   Appendix E: Breakdown of Contract Price _____

   Appendix F: Form of Guarantee for Performance Guarantee _____

2. The mutual rights and obligations of the Client and the Consultants shall be as set forth in the Contract, in particular:

   (a) The Consultants shall carry out the Services in accordance with the provisions of the Contract; and

   (b) The Client shall make payments to the Consultants in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF
Bangalore Electricity Supply Company Limited (BESCOM), Government of Karnataka

By
(Authorized Representative)

FOR AND ON BEHALF OF [NAME OF CONSULTANT]

By
(Authorized Representative)

I.GENERAL CONDITIONS OF CONTRACT

1. GENERAL PROVISIONS

1.1 DEFINITIONS

Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

(a) "Applicable Law" means the laws and any other instruments having the force of law in India, as they may be issued and in force from time to time;

(b) "Contract" means the Contract signed by the Parties, to which these General Conditions of Contract (GC) are attached, together with all the documents listed in Clause 1 of such signed Contract;

(c) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.1

(d) "Contract Price" means the price to be paid for the performance of the Services, in accordance with Clause 6;

(e) "GC" means these General Conditions of Contract;

(f) "Government" means the Government of Karnataka;

(g) "Local currency" means Indian Rupees;

(h) "Party" means the Client or the Consultants, as the case may be, and Parties means both of them;

(i) "Personnel" means persons hired by the Consultants or by any Sub-consultant as employees and assigned to the performance of the Services or any part thereof; and 'key personnel' means the personnel referred to in Clause GC4.2 (a)

(j) "SC" means the Special Conditions of Contract by which these General Conditions of Contract may be amended or supplemented;

(k) "Services" means the work to be performed by the Consultants pursuant to this Contract as described in Appendix A; and

(l) "Sub-consultant" means any entity to which the Consultants subcontract any part of the Services in accordance with the provisions of Clauses 3.5 and 4.

(m) 'Third party" means any person or entity other than the Government, the Client, the Consultants, or a Sub-Consultant.

1.2 LAW GOVERNING THE CONTRACT

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Applicable Law.

1.3 LANGUAGE

This Contract has been executed in English language, which shall be the binding and controlling language for all matters relating to the meaning or interpretation of this Contract.

1.4 NOTICES

Any notice, request or consent made pursuant to this Contract shall be in writing and shall be deemed to have been made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered mail, email, to such Party at the address specified in the SC.

1.5 LOCATION

The Services shall be performed at such locations as are specified in Appendix A and, where the location of a particular task is not so specified, at such locations, whether in Karnataka or elsewhere, as the Client may approve.

1.6 AUTHORIZED REPRESENTATIVES

Any action required or permitted to be taken, and any document required or permitted to be executed, under this Contract by the Client or the Consultants may be taken or executed by the officials specified in the SC.

1.7 TAXES AND DUTIES

The Consultants, Sub-consultants and their Personnel shall pay such taxes, duties, fees and other impositions as may be levied under the Applicable Law, the amount of which is deemed to have been included in the Contract Price.

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1 EFFECTIVENESS OF CONTRACT

This Contract shall come into effect on the date the Contract is signed by both Parties and such other later date as may be stated in the SC.

2.2 COMMENCEMENT OF SERVICES

The Consultants shall begin carrying out the Services within thirty (30) days after the date the Contract becomes effective, or at such other date as may be specified in the SC.

2.3 EXPIRATION OF CONTRACT

Unless terminated earlier pursuant to Clause 2.7, this Contract shall terminate at the end of such time period after the Effective Date as is specified in the SC.

2.4 MODIFICATION

Modification of the terms and conditions of this Contract, including any modification of the scope of the Services or of the Contract Price, may only be made by written agreement between the Parties.

2.5 FORCE MAJEURE

2.5.1 DEFINITION

For the purposes of this Contract, "Force Majeure" means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

2.5.2 NO BREACH OF CONTRACT

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

2.5.3 EXTENSION OF TIME

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

2.5.4 PAYMENTS

During the period of their inability to perform the Services as a result of an event of Force Majeure, the Consultants shall be entitled to continue to be paid under the terms of this Contract, as well as to be reimbursed for additional costs reasonably and necessarily incurred by them during such period for the purposes of the Services and in reactivating the Service after the end of such period.

2.6 SUSPENSION:

The Client may by written notice of suspension to the Consultants, suspend all payments to the Consultants hereunder if the Consultants fail to perform any of their obligations under this contract, including the carrying out of the Services, provided that such notice of suspension (i) shall specify the nature of the failure, and (ii) shall request the Consultants to remedy such failure within a period not exceeding thirty (30) days after receipt by the Consultants of such notice of suspension.

2.7 TERMINATION

2.7.1 BY THE CLIENT

The Client may terminate this Contract, by not less than thirty (30) days' written notice of termination to the Consultants, to be given after the occurrence of any of the events specified in paragraphs (a) through (d) of this Clause 2.7.1 and sixty (60) days' in the case of the event referred to in (e):

(a) If the Consultants do not remedy a failure in the performance of their obligations under the Contract, within thirty (30) days of receipt after being notified or within such further period as the Client may have subsequently approved in writing;

(b) If the Consultants (or any of their Members) become insolvent or bankrupt;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days; or

(d) If the consultant, in the judgment of the Client has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

For the purpose of this clause:

"Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the selection process or in contract execution.

"Fraudulent practice" means a misrepresentation of facts in order to influence a selection process or the execution of a contract to the detriment of BESCOM , and includes collusive practice among consultants (prior to or after submission of proposals) designed to establish prices at artificial non-competitive levels and to deprive BESCOM of the benefits of free and open competition.

(e) If the Client, in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.7.2 BY THE CONSULTANTS

The Consultants may terminate this Contract, by not less than thirty (30) days' written notice to the Client, such notice to be given after the occurrence of any of the events specified in paragraphs (a) through (c) of this Clause 2.7.2:

(a) If the Client fails to pay any monies due to the Consultants pursuant to this Contract and not subject to dispute pursuant to Clause 7 hereof within forty-five (45) days after receiving written notice from the Consultants that such payment is overdue;

(b) If the Client is in material breach of its obligations pursuant to this Contract and has not remedied the same with in forty-five (45) days (or such longer period as the Consultants may have subsequently approved in writing) following the receipt by the Client of the Consultants' notice specifying such breach;

(c) If, as the result of Force Majeure, the Consultants are unable to perform a material portion of the Services for a period of not less than sixty (60) days.

2.7.3 CESSATION OF RIGHTS AND OBLIGATIONS

Upon termination of this Contract pursuant to Clause GC 2.7 , or upon expiration of this

Contract pursuant to Clause GC 2.3, all rights and obligations of the Parties hereunder shall cease, except :

(i) such rights and obligations as may have accrued on the date of termination or expiration;

(ii) the obligation of confidentiality set forth in Clause GC 3.3 hereof;

(iii) any right which a Party may have under the Applicable Law.

2.7.4 CESSATION OF SERVICES

Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7.1 or GC 2.7.2 hereof, the Consultants shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. With respect to documents prepared by the Consultants and equipment and materials furnished by the Client, the Consultants shall proceed as provided, respectively, by Clauses GC 3.7 and GC 3.8.

2.7.5 PAYMENT UPON TERMINATION

Upon termination of this Contract pursuant to Clauses 2.7.1 or 2.7.2, the Client shall make the following payments to the Consultants:

(a) remuneration pursuant to Clause 6 for Services satisfactorily performed prior to the effective date of termination;

(b) reimbursable expenditures pursuant to Clause GC 6 hereof for expenditures actually incurred prior to the effective date of termination; and

(c) except in the case of termination pursuant to paragraphs (a) and (b) of Clause 2.7.1, reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

2.7.6 DISPUTES ABOUT EVENTS OF TERMINATION

If either Party disputes whether an event specified in paragraphs (a) through (e) of Clause GC 2.7.1 or in Clause GC 2.7.2 hereof has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to Clause GC 7 hereof, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award

3. OBLIGATIONS OF THE CONSULTANTS:

3.1 GENERAL

The Consultants shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional techniques and practices, and shall observe sound management practices, and employ appropriate advanced technology and safe methods. The Consultants shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the Client, and shall at all times support and safeguard the Client's legitimate interests in any dealings with Sub- consultants or third parties.

3.2 CONFLICT OF INTERESTS

3.2.1 CONSULTANTS NOT TO BENEFIT FROM COMMISSIONS, DISCOUNTS, ETC.

The remuneration of the Consultants pursuant to Clause 6 shall constitute the Consultants' sole remuneration in connection with this Contract or the Services, and the Consultants shall not accept for their own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Contract or to the Services or in the discharge of their obligations under the Contract, and the Consultants shall use their best efforts to ensure that the Personnel, any Sub-consultants, and agents of either of them, similarly shall not receive any such additional remuneration.

3.2.2 PROCUREMENT RULES OF FUNDING AGENCIES

If the Consultants, as part of the Services, have the responsibility of advising the Client on the procurement of goods, works or services, the Consultants shall comply with any applicable procurement guidelines of the funding agencies and shall at all times exercise such responsibility in the best interest of the Client. Any discounts or commissions obtained by the Consultants in the exercise of such procurement responsibility shall be for the account of the Client.

3.2.3 CONSULTANTS AND AFFILIATES NOT TO ENGAGE IN CERTAIN ACTIVITIES

The Consultants agree that, during the term of this Contract and after its termination, the Consultants and their affiliates, as well as any Sub-consultant and any of its affiliates, shall be disqualified from providing goods, works or services (other than the Services and any continuation thereof) for any project resulting from or closely related to the Services.

3.2.4 PROHIBITION OF CONFLICTING ACTIVITIES

Neither the Consultants nor their Sub-consultants nor the Personnel shall engage, either directly or indirectly, in any of the following activities:

(a) during the term of this Contract, any business or professional activities in the Government's country which would conflict with the activities assigned to them under this Contract; or

(b) after the termination of this Contract, such other activities as may be specified in the SC.

3.3 CONFIDENTIALITY

The Consultants, their Sub-consultants, and the Personnel of either of them shall not, either during the term or within two (2) years after the expiration of this Contract, disclose any proprietary or confidential information relating to the Project, the Services, this Contract, or the Client's business or operations without the prior written consent of the Client.

3.4 INSURANCE TO BE TAKEN OUT BY THE CONSULTANTS

The Consultants (a) shall take out and maintain, and shall cause any Sub-consultants to take out and maintain, at their (or the Sub-consultants', as the case may be) own cost but on terms and conditions approved by the Client, insurance against the risks, and for the coverage, as shall be specified in the SC; and (b) at the Client's request, shall provide evidence to the Client

showing that such insurance has been taken out and maintained and that the current premiums have been paid.

3.5 CONSULTANTS' ACTIONS REQUIRING CLIENT'S PRIOR APPROVAL

The Consultants shall obtain the Client's prior approval in writing before taking any of the following actions:

(a) entering into a subcontract for the performance of any part of the Services, it being understood (i) that the selection of the Sub-consultant and the terms and conditions of the subcontract shall have been approved in writing by the Client prior to the execution of the subcontract, and (ii) that the Consultants shall remain fully liable for the performance of the Services by the Sub- consultant and its Personnel pursuant to this Contract;

(b) appointing such members of the Personnel not listed by name in Appendix C ("Key Personnel and Sub-consultants"), and

(c) any other action that may be specified in the SC.

3.6 REPORTING OBLIGATIONS

The Consultants shall submit to the Client the reports and documents specified in Appendix B in the form, in the numbers, and by 5th day of the next month along with the progress report for the work done in that particular month.

3.7 DOCUMENTS PREPARED BY THE CONSULTANTS TO BE THE PROPERTY OF THE CLIENT

All plans, drawings, specifications, designs, reports and other documents and software submitted by the Consultants in accordance with Clause 3.6 shall become and remain the property of the Client, and the Consultants shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Client, together with a detailed inventory thereof. The Consultants may retain a copy of such documents and software. Restrictions about the future use of these documents, if any, shall be specified in the SC.

3.8 EQUIPMENT AND MATERIALS FURNISHED BY THE CLIENT

Equipment and materials made available to the Consultants by the Client or purchased by the Consultants with funds provided by the Client shall be the property of the Client and shall be marked accordingly. Upon termination or expiration of this Contract, the Consultants shall make available to the Client an inventory of such equipment and materials and shall dispose of such equipment and materials in accordance with the Client's instructions. While in possession of such equipment and materials, the Consultants, unless otherwise instructed by the Client in writing, shall insure them at the expense of the Client in an amount equal to their replacement value.

4. CONSULTANTS' PERSONNEL AND SUB-CONSULTANTS

4.1 GENERAL

The Consultants shall employ and provide such qualified and experienced Personnel and Sub-consultants as are required to carry out the Services.

4.2 DESCRIPTION OF PERSONNEL

The titles, agreed job descriptions, minimum qualifications and estimated periods of engagement

in the carrying out of the Services of the Consultants' Key Personnel are described in Appendix C. The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client.

If additional work is required beyond the scope of the Services specified in Appendix A, the estimated periods of engagement of Key Personnel set forth in Appendix C may be increased by agreement in writing between the Client and the Consultants, provided that any such increase shall not, except as otherwise agreed, cause payments under this Contract to exceed the ceilings set forth in Clause GC 6.1(b) of this Contract.

4.3 APPROVAL OF PERSONNEL

The Key Personnel listed by title as well as by name in Appendix C are hereby approved by the Client. In respect of other Key Personnel which the Consultants propose to use in the carrying out of the Services, the Consultants shall submit to the client for review and approval a copy of their biographical data. If the Client does not object in writing (stating the reasons for the objection) within twenty-one (21) calendar days from the date of receipt of such biographical data, such Key Personnel shall be deemed to have been approved by the Client.

4.4 REMOVAL AND/OR REPLACEMENT OF PERSONNEL

(a) Except as the Client may otherwise agree, no changes shall be made in the Key Personnel. If, for any reason beyond the reasonable control of the Consultants, it becomes necessary to replace any of the Key Personnel, the Consultants shall forthwith provide as a replacement a person of equivalent or better qualifications.

(b) If the Client finds that any of the Personnel have (i) committed serious misconduct or has been charged with having committed a criminal action, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Consultants shall, at the Client's written request specifying the grounds therefor, forthwith provide as a replacement a person with qualifications and experience acceptable to the Client.

(c) The Consultants shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

5. OBLIGATIONS OF THE CLIENT

5.1 ASSISTANCE AND EXEMPTIONS

Unless otherwise specified in the SC, the Client shall use its best efforts to ensure that the Government shall:

(a) issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;

(b) assist the Consultants and the Personnel and any Sub-consultants employed by the Consultants for the Services from any requirement to register or obtain any permit to practice their profession or to establish themselves either individually or as a corporate entity according to the Applicable Law;

(c) provide to the Consultants, Sub-consultants and Personnel any such other assistance as may be specified in the SC.

5.2 SERVICES AND FACILITIES

The Client shall make available to the Consultants and the Personnel, for the purposes of the services and free of any charge, the services, facilities and property described in Appendix D at the times and in the manner specified in said Appendix D, provided that if such services, facilities and property shall not be made available to the Consultants as and when so specified, the Parties shall agree on (i) any time extension that it may be appropriate to grant to the Consultants for the performance of the Services, (ii) the manner in which the Consultants shall procure any such services, facilities and property from other sources, and (iii) the additional payments, if any, to be made to the Consultants as a result thereof.

6. PAYMENT TO THE CONSULTANTS:

6.1 COST ESTIMATES; CEILING AMOUNT

(a) An estimate of the cost of the Services payable in local is set forth in Appendix E.

(b) Except as may be otherwise agreed under Clause GC 2.6 and subject to Clause GC 6.1(c), payments under this Contract shall not exceed the ceilings specified in the SC. The Consultants shall notify the Client as soon as cumulative charges incurred for the Services have reached 80% of either of these ceilings.

(c) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to clauses GC 5.2 hereof, the Parties shall agree that additional payments, shall be made to the Consultants in order to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

6.2 CONTRACT PRICE

The Contract price is set forth in the SC.

6.3 PAYMENT FOR ADDITIONAL SERVICES

All payments shall be made in Indian Rupees. For the purpose of determining the remuneration due for additional services as may be agreed under Clause 2.4, a breakdown of the price is provided in Appendices D and E.

6.4 TERMS AND CONDITIONS OF PAYMENT

Billing and payments in respect of the Services shall be made as follows:

a) Payment for the consultancy services will be processed monthly by BESCOM for the duration of the 12-month. This payment is contingent upon the consultant's submission of a comprehensive Monthly Progress Report (MPR), detailing all activities, milestones, and outputs delivered during the preceding month. This report must be submitted to the designated authority within the Energy Department by the 5th working day of the following month and is subject to the review and certification of the consultant's performance by a Superintending Engineer or Executive Engineer of the Energy Department, GoK.

6.5 PERFORMANCE SECURITY

(a) Within 20 days of receipt of the Letter of Acceptance, the successful Consultant shall deliver to the Client the Performance Security for an amount 5% (Five percent) of the Contract price in the form of bank guarantee as given in Appendix F.

(b) The performance security shall be valid until a date 90 days from the date of expiry of the Contract.

(c) The Performance Security shall be furnished from any Nationalized Banks/ Scheduled Commercial Banks approved by Reserve Bank of India.

7. SETTLEMENT OF DISPUTES

7.1 AMICABLE SETTLEMENT

The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Contract or its interpretation thereof.

7.2 DISPUTE SETTLEMENT

Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within thirty (30) days after receipt by one Party of the other Party's request for such amicable settlement may be submitted by either Party for settlement in accordance with the provisions specified in the SC.

SPECIAL CONDITIONS OF CONTRACT

Number of GC Clause	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.1(h)	The Member in Charge is NOT APPLICABLE.
1.4.2	Notice shall be deemed to be effective as follows (a) in the case of personal delivery or registered mail, on delivery; (b) in the case of telexes/e-mail, 24 hours following confirmed transmission
1.6	The Authorized Representatives are: **For the client:** The Chief General Manager (Ele), Projects, Corporate office, BESCOM **For the Consultant**: Consultant shall nominate his authorized representative for execution of this contract through appropriate Power of Attorney supported by Board Resolution.
1.7.1	The consultants and the personnel shall pay the taxes, duties, fees, levies and other impositions levied under the existing, amended or enacted laws during life of this contract and the client shall perform such duties in regard to the deduction of such tax as may be lawfully imposed.
2.1	The date on which this Contract shall come into effect is from the date of issue of award.
2.2	Commencement of services will be from the date of issue of award. The time period shall be 365 days (1 (one) year from the date of issue of award.
2.3	This contract shall be expired after the defect liability period of **3 months** from the date of completion of the deliverables of the project**. ie. 15 months** from the date of award.
3.4	The risks and the coverages shall be (1) Professional liability insurance, with a minimum coverage equal to total contract value for this consultancy; and (2) Insurance against loss of or damage to (i) equipment purchased in whole or in part with funds provided under this Contract, (ii) the Consultants' property used in the performance of the Services, and (iii) any documents prepared by the Consultants in the performance of the Services.
3.8	The Consultants shall not use these documents for purposes unrelated to this Contract without the prior written approval of the Client.
6.2	The amount of Contract is the contract amount after negotiation if any and inclusive of applicable GST and all other taxes.
6.4	No advance payment shall be paid to the consultant.

7.2	Selection of Arbitrators: Each dispute submitted by a Party to arbitration shall be heard by a sole arbitrator or an arbitration panel composed of three arbitrators, in accordance with the following provisions: (a) Where the Parties agree that the dispute concerns a technical matter, they may agree to appoint a sole arbitrator or, failing agreement on the identity of such sole arbitrator within thirty (30) days after receipt by the other Party of the proposal of a name for such an appointment by the Party who initiated the proceedings, a sole arbitrator for the matter in dispute the sole arbitrator shall be appointed by both the parties in accordance with procedure of the Arbitration & Conciliation Act 1996, of India, as amended till date. (b) Where the Parties do not agree that the dispute concerns a technical matter, the Client and the Consultants shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the arbitrators named by the Parties do not succeed in appointing a third arbitrator within thirty (30) days after the latter of the two arbitrators named by the Parties has been appointed, the third arbitrator shall, at the request of either Party, be appointed by Secretary, the Indian Council of Arbitration, New Delhi. (c) If, in a dispute subject to Clause SC 7.2.1 (b), one Party fails to appoint its arbitrator within thirty (30) days after the other Party has appointed its arbitrator, the Party which has named an arbitrator may apply to the Secretary, Indian Council of Arbitration, New Delhi, to appoint a sole arbitrator for the matter in dispute, and the arbitrator appointed pursuant to such application shall be the sole arbitrator for that dispute.
	Rules of Procedure : Arbitration proceedings shall be conducted in accordance with procedure of the Arbitration & Conciliation Act 1996, of India
	Substitute Arbitrators If for any reason an arbitrator is unable to perform his function, a substitute shall be appointed in the same manner as the original arbitrator.
	Qualifications of Arbitrators The sole arbitrator or the third arbitrator appointed pursuant to paragraphs (a) through (c) of Clause 7.2.1 hereof shall be a nationally recognized legal or technical expert with extensive experience in relation to the matter in dispute.

	Miscellaneous In any arbitration proceeding hereunder: (a) Proceedings shall, unless otherwise agreed by the Parties, be held in Bangalore. (b) The decision of the sole arbitrator or of a majority of the arbitrators (or of the third arbitrator if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction, and the Parties hereby waive any objections to or claims of immunity in respect of such enforcement.
Addl. Clause	The penalty shall be 0.1% per day of delay for completion of the deliverable beyond the target time, subject to a maximum of 10% on the Work Award.

APPENDICES

APPENDIX A: DESCRIPTION OF THE SERVICES:

The consultants are expected to provide strategic project management support to the Authority across various energy projects and initiatives. The selected applicant shall provide three dedicated personnel to be placed in-situ at Corporate Office, BESCOM, K.R. Circle, Bengaluru-560001/ Energy Department. These personnel will work directly under the Additional Chief Secretary to the Government, Energy Department. The indicative tasks include, but are not limited to the scope mentioned in the clause 3 of section 3 TOR.

a) (Monthly Progress Reports (MPRs), which shall include:
   - Project Progress Dashboard for all key projects under the PMU's purview.
   - A list of critical milestones completed during the reporting period, including the date of completion.
   - Number of meetings facilitated, along with a summary of key decisions and the status of action items
   - A log of interactions with central and state government bodies, with a summary of the outcome of each engagement.
   - An updated log of identified risks and issues, including their current status, impact assessment, and the recommended mitigation measures.

b) Strategic and Advisory Outputs
   - Project Pipeline Development- Creation and maintenance of a detailed shelf of investable projects
   - Process and Structural Improvement
   - Knowledge and Communication

c) Specific Deliverables Based on Mandate Activities
   - Meeting Documentation
   - Drafting and Correspondence
   - Event Coordination
   - Ad-hoc reports or research papers on specific topics requested by the Authority

APPENDIX B: REPORTING REQUIREMENTS
(List Format, Frequency, contents of reports and number of copies; dates of submission, etc)

APPENDIX C: KEY PERSONNEL

APPENDIX D: SERVICES AND FACILITIES TO BE PROVIDED BY THE CLIENT

APPENDIX E: BREAKDOWN OF CONTRACT PRICE IN INDIAN RUPEES

List hereunder cost estimate:

1. Monthly rates for local Personnel (Key Personnel and other Personnel)
2. Reimbursable expenditures

Appendix F: FORM OF PERFORMANCE SECURITY (PERFORMAMANCE BANKGUARANTEE)

(Clause-2.9 of Information to Consultant)

(To be stamped in accordance with Applicable Stamp Act, if any)

Ref: **.....** Bank Guarantee:**.....**Date: **.....**

To,
The Chief General Manager (Ele),
Projects, Corporate office,
BESCOM, Bangalore.

WHEREAS**.....**[Name and address of Consultants] hereinafter called "the Consultants") has undertaken, in pursuance of Contract No. **.....** dated …… to provide the services on terms and conditions set forth in this Contract "----------**".**

Form of Guarantee for performance security deposit (hereinafter called the "the Contract").AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of …… [amount of Guarantee] …… [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of …… [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Consultants shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs…… (Rs ……) and the guarantee shall remain valid till ……Unless a claim or a demand in writing is made upon us on or before…… all our liability under this guarantee shall cease.

This guarantee shall be valid until 90 days from the date of expiry of the contract .

Signature and Seal of the Guarantor…… In presence of

Name and Designation

(Name, Signature &Occupation)

Name of the Bank

Address

(Name & Occupation)

Date…….

Note: This format is for the information of the consultant and is <u>not</u> to be completed and uploaded on the e-procurement portal.